

**AGREEMENT WITH PROFIRST TRAINING AND CONSULTING, LLC FOR  
PROFESSIONAL PUBLIC SAFETY PRE-EMPLOYMENT BACKGROUND  
INVESTIGATIVE SERVICES.**

This Agreement for Professional Public Safety Pre-Employment Investigative Services (this “Agreement”) is effective 06/09/2025, by and between the City of Bunnell, Florida, hereinafter referred to collectively and individually as “City of Bunnell” and *ProFirst Training and Consulting, dba ProFirst Training* (“ProFirst”). City of Bunnell and ProFirst are sometimes individually referred to as “Party,” or collectively referred to as “Parties.”

**RECITALS**

WHEREAS, CITY OF BUNNELL desires to contract for professional FDLE-compliant investigative services; and WHEREAS, ProFirst provides professional employment investigative services, and is particularly qualified to perform required services due to their specialized skill, legal knowledge, and expertise; and

WHEREAS, CITY OF BUNNELL desires to retain ProFirst’s services (**as needed basis**) in connection with the scope of services provided herein.

NOW, THEREFORE, the Parties mutually agree as follows:

**ARTICLES**

- 1. Scope of Work:** The Scope of Work for this Agreement is attached hereto and incorporated herein by this reference as Attachment A.
- 2. Compensation:** The compensation to be paid to ProFirst for performing services in accordance with this Agreement is specified in Attachment B, which is attached hereto and incorporated herein by this reference and includes full compensation for providing all services performed under this Agreement. The approved flat rates set forth in this Agreement may not be amended or increased without approval of CITY OF BUNNELL, Police Chief or designee.
- 3. Invoicing/Payment:** All invoicing and payment for services performed under this Agreement shall be as specified in Attachment B hereto.
- 4. Agreement Term:** The Term of this Agreement shall commence on the date of execution by CITY OF BUNNELL and shall continue on a “**as needed basis**” until completion of the specific matters upon which the services of ProFirst have been requested hereunder, or until five years. **Both parties reserve the right to terminate this agreement at any time by written notice of intent to terminate.**

**5. General Conflicts of Interest:** ProFirst shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of CITY OF BUNNELL. This obligation shall apply to ProFirst; ProFirst's employees, agents, and relatives; and third parties associated with accomplishing services hereunder. ProFirst's efforts shall include, but not be limited to establishing precautions to prevent their employees or agents from making, receiving, providing, or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of CITY OF BUNNELL. ProFirst's policy prohibits its employees from engaging in activities involving a conflict of interest. ProFirst shall not, during the period of this Agreement, employ or offer employment to any CITY OF BUNNELL employee for any purpose.

**6. Confidentiality and Communication with CITY OF BUNNELL:** ProFirst shall maintain the confidentiality of all information which they may acquire arising out of or connected with activities under this Agreement in accordance with all applicable Federal, State and CITY OF BUNNELL policies, regulations, ordinances and directives relating to confidentiality, including any Code of Professional Responsibility. ProFirst shall inform all of their principals, employees and agents providing services hereunder of the confidentiality provisions of this Agreement.

Investigations are conducted at the direction of CITY OF BUNNELL, or designee and are therefore deemed to be CITY OF BUNNELL work product. Any investigative materials, notes, audio or video recordings, documents, or reports created in the course of an investigation are deemed to be covered under privileged communication work-product doctrine.

ProFirst recognizes that the relationship with CITY OF BUNNELL and its agents and employees, officers and/or representatives is subject to applicable privilege and that any information acquired during the term of this Agreement from or through CITY OF BUNNELL is considered to be confidential and privileged. ProFirst warrants that they shall not disclose or use in any manner whatsoever any of the information from CITY OF BUNNELL's officers, employees, and agents in connection with said relationships or proceedings. ProFirst shall not, without specific direction from CITY OF BUNNELL communicate with, advise, or represent CITY OF BUNNELL officers or employees. These confidentiality obligations shall survive this Agreement's termination or expiration.

**7. Independent Contractors:** ProFirst shall be considered as independent contractors and neither ProFirst, its employees nor anyone working under ProFirst shall be considered an employee of CITY OF BUNNELL. Neither ProFirst, their employees nor anyone working under ProFirst shall qualify for workers' compensation or other fringe benefits of any kind through CITY OF BUNNELL.

**8. Assignment or Sub-Contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Agreement nor any portion thereof may be assigned or sub-contracted by ProFirst without the express written consent of CITY OF BUNNELL. Any attempt by ProFirst to assign or sub-contract the performance or any portion thereof of this Agreement without the expressed written consent of CITY OF BUNNELL shall be invalid and shall constitute a material breach of this Agreement.

**9. Performance:** ProFirst shall perform all work under this Agreement, taking necessary steps and precautions to perform the work to CITY OF BUNNELL's satisfaction. ProFirst shall be responsible for the professional quality, technical assurance, state compliance, timely completion and coordination of all documentation and other services performed by ProFirst under this Agreement. ProFirst shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all labor, supervision, materials, and supplies necessary therefore; shall at their sole expense obtain and maintain all permits and licenses required by public authorities, including those of CITY OF BUNNELL required in its governmental capacity, in connection with performance of the services; and, if permitted to subcontractors, shall be fully responsible for all work performed by subcontractors. ProFirst's services do not include a medical examination, polygraph, or psychiatric assessment; however, ProFirst will make themselves available to assist with each of these steps.

ProFirst reserves the right to decline a background investigation on any applicant whose background is deemed to be a conflict with industry standards, a liability risk for ProFirst Training and Consulting, LLC or other cause. The decision to refuse to conduct the background investigation shall be at the sole discretion of ProFirst Training and Consulting, LLC.

**10. Compliance with Laws:** ProFirst represents and warrants that services to be provided under this Agreement shall fully comply with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively “laws”), including, but not limited to those issued by CITY OF BUNNELL in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by CITY OF BUNNELL. ProFirst acknowledges that CITY OF BUNNELL is relying on ProFirst to ensure such compliance. ProFirst agrees that they shall defend, indemnify, and hold CITY OF BUNNELL harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

**11. ProFirst’s Personnel:** ProFirst warrants that all ProFirst’s personnel engaged in the performance of work under this Agreement shall possess sufficient experience and/or education and the required licenses set forth herein in good standing to perform the services requested by CITY OF BUNNELL. CITY OF BUNNELL expressly retains the right to have any of the ProFirst personnel removed from performing services under this Agreement to CITY OF BUNNELL. All ProFirst investigators will be law enforcement, or retired law enforcement personnel and certified police background investigators with at least 10 years of experience or supervised by personnel with at least 15 years of experience. All ProFirst investigators will also be subject matter experts in FCRA, ADA, Title VII and FDLE public safety background investigations.

ProFirst’s Supervising Investigator for this Agreement shall be [John Pallas]. ProFirst’s Supervising Investigator shall have full authority to act for ProFirst on all daily operational matters under this Agreement and shall serve as or designate lead investigator (“Lead Investigator”) for all activities performed under the scope of services described below. Any change in ProFirst Supervising Investigator shall be first authorized in writing by CITY OF BUNNELL, Chief, or designee.

CITY OF BUNNELL designated authority under this Agreement shall be [Lt. Shane Groth] who shall have authority to act for CITY OF BUNNELL, within the scope of his authority, on all daily operational matters under this Agreement and shall review and approve all ProFirst reports, whether written or verbal, and any change in ProFirst work. Whenever CITY OF BUNNELL designates a new authority, the designee shall notify ProFirst in writing.

**12. Reports/Meetings:** At the direction of CITY OF BUNNELL, ProFirst shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Agreement. CITY OF BUNNELL and ProFirst will meet on reasonable notice to discuss the ProFirst performance and progress under this Agreement. If requested, ProFirst personnel shall attend all meetings in person or virtually. ProFirst shall provide such information that is requested by CITY OF BUNNELL for the purpose of monitoring progress under this Agreement.

**13. Patent/Copyright Materials/Proprietary Infringement:** ProFirst shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Agreement. ProFirst warrants that any materials and software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. ProFirst agrees that, in accordance with the more specific requirement contained in the Indemnification section below, they shall indemnify, defend, and hold CITY OF BUNNELL Indemnitees (as defined below) harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.

**14. Each Party's Responsibility:** Each party shall be responsible to the fullest extent allowed under the law for its own negligence, and the negligence of its employees and authorized personnel acting within the scope of their actual authority. It is expressly understood and agreed that nothing contained in this Agreement shall be construed as an express or implied waiver by either party.

**15. Insurance Provisions:** Prior to the provision of services under this Agreement, ProFirst agrees to purchase all required insurance at ProFirst's expense.

Each Occurrence Limit	\$2,000,000
Damage to Premises Rented to you Limit	\$100,000 (Any one premises)
Medical Expense Limit	\$5,000 (Any one person)
Personal & Advertising Injury Limit	\$2,000,000 (Any one person or org)
General Aggregate Limit	\$2,000,000
Products/Completed Operations Agg Limit	\$2,000,000

**16. Title to Data:** All materials, documents, data, or information obtained from the CITY OF BUNNELL, or any CITY OF BUNNELL medium furnished to ProFirst in the performance of this Agreement, will at all times remain the property of CITY OF BUNNELL. Such data or information may not be used or copied for direct or indirect use by ProFirst after completion or termination of this Agreement without the express written consent of CITY OF BUNNELL. All materials, documents, data, or information, including copies, must be returned to CITY OF BUNNELL at the end of this Agreement.

ProFirst will supply a secured online portal, developed for the sole use of CITY OF BUNNELL and for the purpose of processing applicant backgrounds. The online portal will be provided at no cost and will remain the property of ProFirst throughout this agreement. All applicant data and material provided by CITY OF BUNNELL will remain property of CITY OF BUNNELL, as articulated in this agreement.

**17. Records:** ProFirst shall keep an accurate record of time and progress expended by ProFirst and the subcontractors working for ProFirst in the performance of this Agreement. Such record shall be available for periodic inspection by the CITY OF BUNNELL at reasonable times.

**18. Audits/Inspections:** CITY OF BUNNELL reserves the right to audit and verify the ProFirst records before final payment is made.

ProFirst agrees to maintain such records for possible audit for a minimum of one (1) year after final payment, unless a longer period of records retention is stipulated under this Agreement or by law.

Should ProFirst cease to exist as a legal entity, ProFirst's records pertaining to this Agreement shall be forwarded to the surviving entity in a merger or acquisition, in the event of liquidation, to the CITY OF BUNNELL Counsel's Supervising Attorney.

**19. Termination for CITY OF BUNNELL 's Convenience:** Services performed under this Agreement may be terminated in whole or in part at any time CITY OF BUNNELL deems termination of this Agreement to be in its best interests. ProFirst also has the right to do the same. CITY OF BUNNELL shall terminate services by delivering to ProFirst a written Termination Notice specifying the extent to which services are terminated and the effective termination date. After receiving a Termination Notice and unless otherwise directed by CITY OF BUNNELL, ProFirst shall:

- a) Take all necessary steps to stop services on the date and to the extent specified in the Termination Notice.
- b) Complete services not terminated by the Termination Notice.
- c) Complete and submit a written Closing Report within 30 days after the termination date, including a brief description of any outstanding legal issues or matters which are pending with ProFirst (including a discussion of applicable law) a list and description of all scheduled meetings, court appearances or matters which ProFirst was to attend and an assessment of the accomplishments of ProFirst engagement.
- d) Submit final billing for terminated services no later than sixty (60) calendar days from the effective termination date. If ProFirst fails to submit a final billing within the time allowed, CITY OF BUNNELL may determine, on the basis of information available to it, the amount, if any, due to ProFirst. After CITY OF BUNNELL makes a determination, it shall pay ProFirst that amount. CITY OF BUNNELL 's determination shall be final.
- e) Provide CITY OF BUNNELL with copies (electronic or hardcopies) of all files and work product for any matters in which ProFirst was retained by CITY OF BUNNELL. This includes any computerized index, computer programs and document retrieval systems created or used for the matters.

20. **Breach of Agreement:** The failure of ProFirst to comply with any of the terms, provisions, covenants or conditions of this Agreement shall constitute a material breach of this Agreement. In such event, CITY OF BUNNELL may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Agreement:

- a) Afford ProFirst written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Agreement within which to cure the breach; and/or
- b) Discontinue payment to ProFirst for and during the period in which ProFirst is in breach; and offset against any monies billed by ProFirst but yet unpaid by CITY OF BUNNELL those monies disallowed pursuant to the above; and/or
- c) Terminate the Agreement immediately, without penalty to CITY OF BUNNELL.

**Consent to Breach Not Waiver:** No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

21. **Remedies Not Exclusive:** The remedies for breach set forth in this Agreement are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Agreement does not preclude resort by either Party to any other remedies provided by law.

22. **Notices:** Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by U.S. certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day.

23. **Consulting Fees and/or Court Appearances.** In the event CITY OF BUNNELL requires subject matter expert testimony, or witness testimony, from ProFirst and either requests and/or subpoenas ProFirst as a witness, CITY OF BUNNELL agrees to reimburse ProFirst for all travel expenses, per diem and court appearance hourly rate not to exceed \$680 per day.

All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

For ProFirst: Name: ProFirst Training and Consulting, LLC

Address: 6339 Charlotte Pike #596 Nashville, TN 37209  
Attn.: John Pallas  
Title: Owner  
Phone: (888) 477-2526  
Email: jpallas@profirsttraining.com

For City of Bunnell: Name: City of Bunnell

Address: P.O Box 756 Bunnell, FL 32110  
Attn.: Mayor Catherine Robinson

24. **Taxes:** Unless otherwise provided herein or by law, the compensation provided for herein includes Tennessee state sales or use tax applicable now or in the future unless business is being conducted with a tax-exempt entity.
25. **Change of Ownership:** ProFirst agrees that if there is a change or transfer in ownership of ProFirst business prior to completion of this Agreement, the new owner(s) or successors to ProFirst shall be required to provide documentation satisfactory to CITY OF BUNNELL that the new or owner(s) or successor(s) have assumed and will assume ProFirst' duties and obligations contained in this Agreement and that this Agreement constitutes a valid and fully binding agreement of such new owner(s) or successor(s).
26. **Publication:** No copies of schedules, written documents, and computer-based data, photographs, maps or graphs, resulting from performance or prepared in connection with this Agreement, are to be released by ProFirst and/or anyone acting under the supervision of ProFirst to any person, partnership, company, corporation, or agency, without prior written approval by CITY OF BUNNELL, except as necessary for the performance of the services of this Agreement.
27. **Headings:** The various headings and numbers herein, the grouping of provisions of this Agreement into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
28. **Severability:** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
29. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
30. **Attorney's Fees:** In any action or proceeding to enforce or interpret any provision of this Agreement, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.
31. **Waiver of Jury Trial:** Each Party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Agreement and /or any other claim of injury or damage.
32. **Interpretation:** This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Agreement. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purpose of the Parties.

33. **Authority:** The Parties to this Agreement represent and warrant that this Agreement has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

**SIGNATURES ON FOLLOWING PAGE**

The Parties hereto have executed this Agreement on the dates shown opposite their respective signatures below.

Dated: [        ]

City of Bunnell

By: \_\_\_\_\_  
Mayor Catherine Robinson

Dated: [        ]

ProFirst Training and Consulting, LLC

By: \_\_\_\_\_  
John Pallas

**ATTACHMENT A**  
**SCOPE OF SERVICES**

1. ProFirst shall do all work necessary to complete each assigned public safety pre-employment background investigation.

Pre-employment background investigation as described by the Contract above, including but not limited to interviewing witnesses, researching legal issues, preparing investigative summaries and final reports. Such reports shall include a description of the investigative procedures used, a detailed summary of the evidence reviewed - including witness interviews - and supporting documentation. CITY OF BUNNELL shall provide the background report format to be used in order to remain consistent with all other agency background investigations on file with the department.

ProFirst shall strive to complete each background investigation within a 3-4 week timeframe after submission of all applicant documents.

2. ProFirst shall provide CITY OF BUNNELL with the necessary representation by staff qualified to perform work described above.
3. ProFirst shall provide all investigative services requested by CITY OF BUNNELL within or reasonably related to the description of the Scope of Work.
4. ProFirst shall meet with CITY OF BUNNELL representatives as requested by CITY OF BUNNELL, Chief or designee.
5. ProFirst shall obtain written approval before initiating any pre-employment public safety background or follow-up investigation.
6. ProFirst shall obtain CITY OF BUNNELL 's prior approval for travel outside the boundaries of: The State of Tennessee and/or The State of Florida.
7. ProFirst shall consult with CITY OF BUNNELL on strategic and tactical decisions.
8. **CITY OF BUNNELL shall provide ProFirst with copies of all employment applications, and any NCIC returns. ProFirst operates under a Level 2 CJIS organization FBI security addendum and CJIS training certificates are available for the records bureau for audit purposes.**
9. Police officer background investigations will be conducted in accordance with CO state guidelines as well as accepted best practices. The investigations will include but will not be limited to the following Scope of Work:

**Applicant interview and review of PHS (Approximately 1.5 hours)**

**Employment Investigation- 10 years or further if necessary**

**Interviews with previous employers / Co-workers**

**Lateral Applicants - Interview with HR and Professional Standards Unit**

**Military verification**

**Criminal History – NCIC / FBI/ DMV / Nationwide courts**

**Family members, and associates, investigation**

**Civil Courts - Nationwide search**

**FDLE verification**

**Child Protective Services check**

**Public Records – Nationwide search**

**Property records**

**Marriage / Divorce**

**Licenses / Business / Liens / Foreclosures / Evictions**

**Insurance Claims – risk assessment databases**

**Credit and Financial Investigation**

**Social Media Investigations**

**Education- Review and verification of all education**

**Residence- Review and verification of all residence**

- a. Neighbor interviews
- b. Utilities verification
- c. Local police / sheriff records requests  
CAD/Records
- d. Utilities search

**House Check and neighbor interviews**

**Spouse interview**

**Interviews with roommates, others in home**

**ATTACHMENT B**

**COMPENSATION, INVOICING AND PAYMENT**

**PARTNERSHIP BENEFIT – Bunnell Police Department**

If we discover any potential automatic disqualifying factor(s) up until the pre-background interview with the applicant – **we will only charge a maximum \$300 fee for any work completed.**

**\*We do not require a contractual commitment for a minimum number of background investigations.**

**FLAT RATE SCHEDULE:**

**FLAT RATE:**

**PUBLIC SAFETY PRE-EMPLOYMENT- FDLE-COMPLIANT  
BACKGROUND INVESTIGATIONS-  
NON-COMMISSIONED-DISPATCHERS-RECORDS CLERKS  
CSO AND PUBLIC SAFETY PERSONNEL**

**\$995.00**

**PRORATED INVESTIGATION**

**PRORATED**

**(Applied only if applicant withdraws before half of the investigation is completed, or BUNNELL Police Department DQs applicant AFTER the pre-background interview. ProFirst will prorate work completed.)**

**ATTACHMENT B – continued**

**OTHER EXPENSES LIMITED TO BELOW LISTED**

1. Reimbursable ordinary expenses shall include, if they are a reasonable and necessary incident and consequence of the assigned services authorized by CITY OF BUNNELL, for the following:
  - a. Document reproduction or information charged by applicant's current or prior employer. (Not to exceed \$45.00).
  - b. Verification fees (Not to exceed \$50.00)
  - c. Document reproduction - Other

\*Not to exceed 50 investigative hours per background investigation.

**BILLING AND PAYMENTS**

- A.** ProFirst shall submit billing after background investigations have been completed. Multiple background investigations can be included on one invoice.

CITY OF BUNNELL will provide ProFirst with the billing address and format to submit invoicing.

- B.** Each invoice statement shall be identified by a unique number and shall be itemized to include:
1. Background investigation – applicant's name / position
  2. Who authorized work – name of CITY OF BUNNELL representative or PO number
  3. Flat fee, Travel fee (if any) and other limited fees.

- C. PAYMENTS:** CITY OF BUNNELL shall make payment(s) for services under this agreement in arrears based on work performed on the itemized billing statement. CITY OF BUNNELL shall make its best effort to process payments promptly after receiving ProFirst's billing statement. Terms will be net 30 and no interest or late fees will be assessed by ProFirst for up to 60 days.